



TENANTS TOGETHER
California's Statewide Organization
for Renters' Rights
www.tenantstogether.org

CALIFORNIA TENANT PROTECTION ACT AB 1482 TENANT ADVOCACY TOOL KIT



**AB 1482 KNOW-YOUR-RIGHTS GUIDE FOR
CALIFORNIA TENANTS
EFFECTIVE JANUARY 1ST, 2020**

TENANTSTOGETHER.ORG

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*THANK YOU TO ALLIANCE OF CALIFORNIANS FOR COMMUNITY EMPOWERMENT (ACCE) FOR THE TIPS ON HOW TO CALCULATE THE CONSUMER PRICE INDEX (CPI) INCREASE.



Have questions about
your rights as a tenant?

Call Tenants Together's
Tenants Rights Hotline,
1-888-495-8020



AM I COVERED?

THE CALIFORNIA TENANT PROTECTION ACT [AB1482]

Answer these questions to find out if you are protected by California's new Tenant Protection Act that goes into effect January 1st, 2020

DO I LIVE IN ANY OF THESE KINDS OF HOUSING?

1. Hotels or hostels or other short-term stay housing;
2. Non-profit hospital, religious facility, extended care facility, licensed elderly care facility, or adult residential facilities provided by State social services;
3. Student dormitories;
4. Single Family Home or Duplex where the landlord lives on the property. (This includes Accessory Dwelling Units and in-law units); OR
5. Affordable housing, subsidized housing, HUD housing, or deed-restricted housing.

YES

You are not covered by Assembly Bill 1482.

NO

WAS MY UNIT BUILT WITHIN THE LAST 15 YEARS?

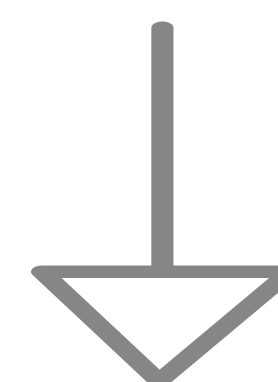
YES

You are not covered by Assembly Bill 1482,

[But you may be covered by local Just Cause measures. **]**

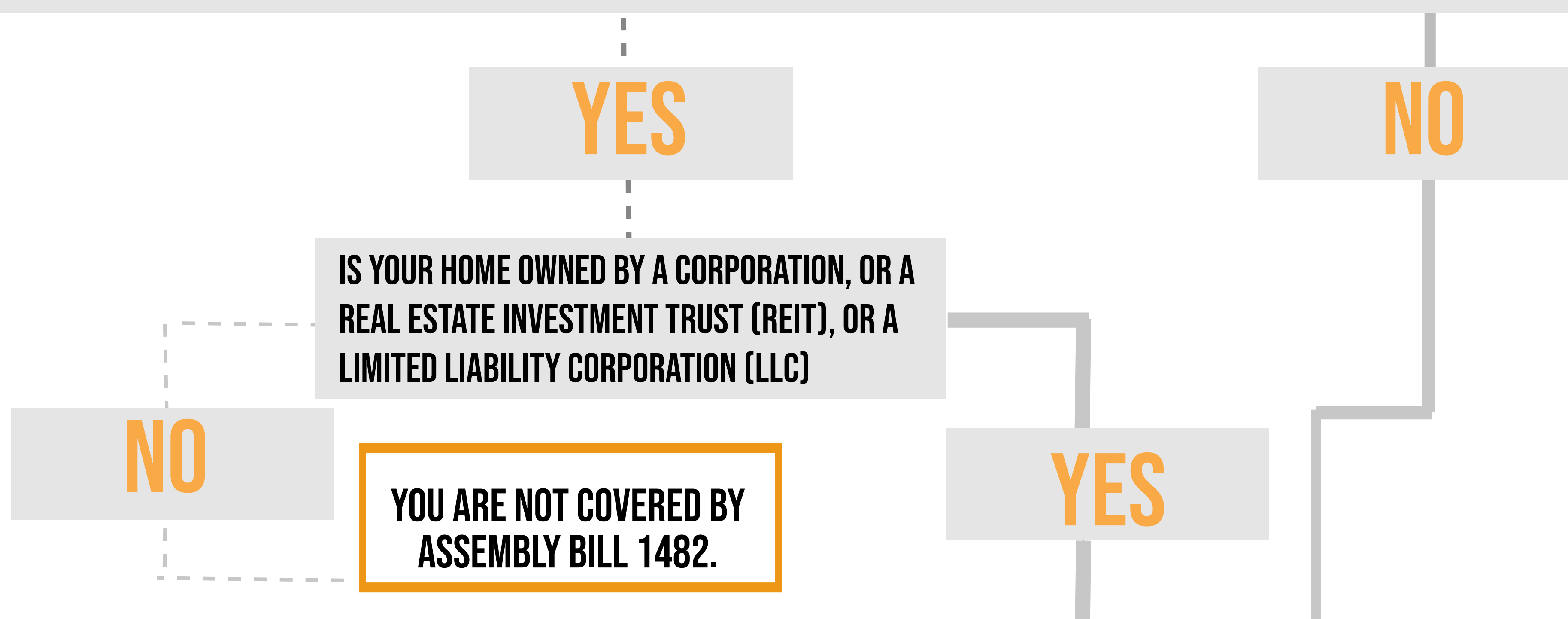
NO

Continue to Questions on Next Page

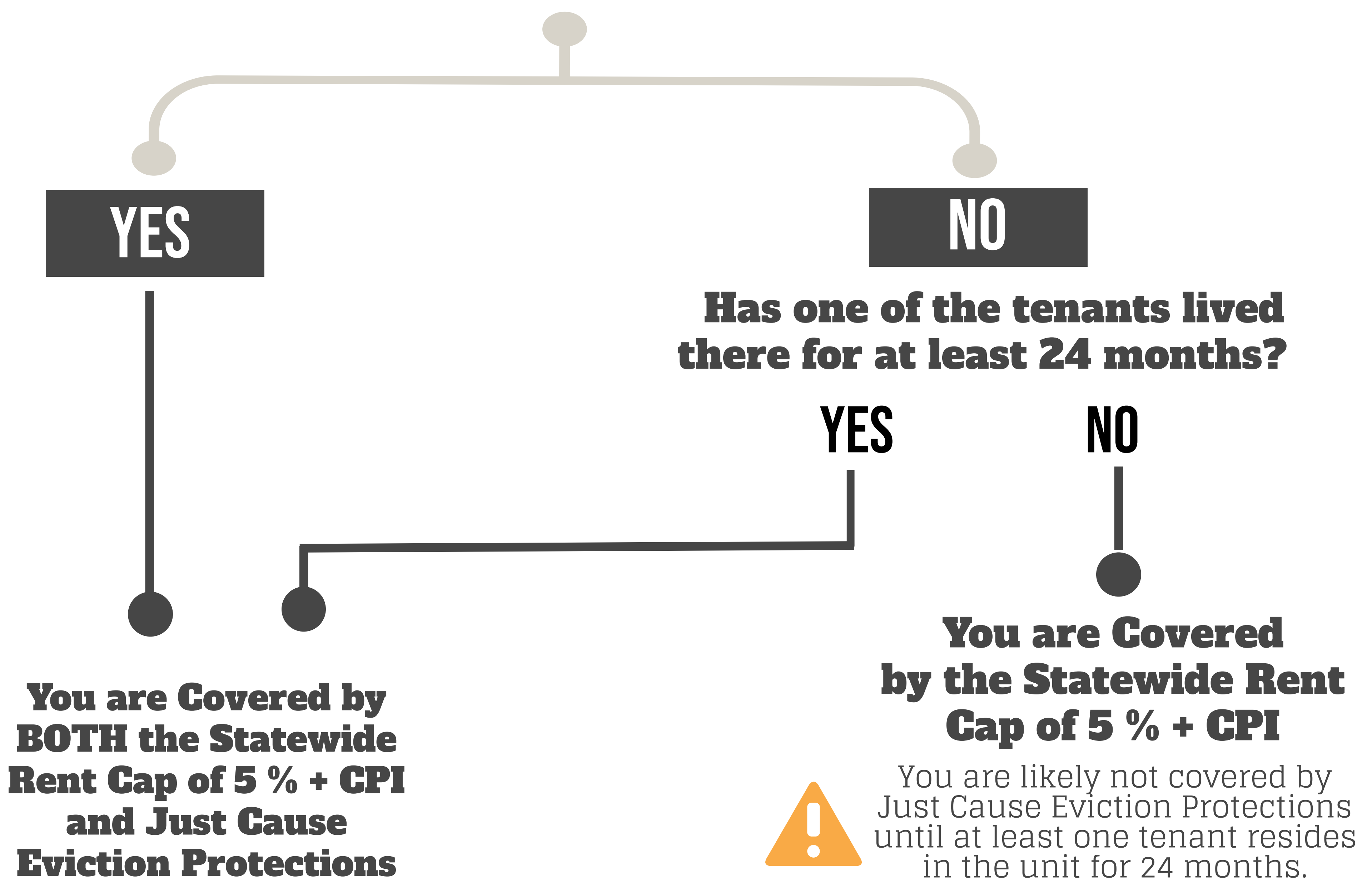




DO I LIVE IN A SINGLE-FAMILY HOME ?



HAVE ALL TENANTS IN MY UNIT LIVED THERE FOR 12 MONTHS OR MORE?



Have questions about what it means to be protected by AB 1482, the California Tenant Protection Act? Visit www.TenantsTogether.org/Resources to learn more about your rights.



Not protected and want to fight for change? Contact the Tenants Together Hotline at 888-495 8020 to learn more about organizing for strong local Rent Control & Just Cause Protections !



TENANTS' GUIDE *to* AB 1482

A comprehensive breakdown of how the new tenant protection act will impact covered tenants



AB
1482

WILL AFFECT TENANTS IN TWO MAIN WAYS: FIRST, IN CAPPING RENT INCREASES, AND SECOND, IN LIMITING THE REASONS WHY TENANTS CAN BE EVICTED.

PART 1: RENT INCREASES

- 1 Rent can not be increased more than 5% + your local CPI (Consumer Price Index) OR 10% – whichever of these is lower.
- 2 Rent can only be increased 2 times within any given 12 month period. If rent is raised twice within a year, the rate of the second increase will be factored from the original base rent from the start of that year, not the recently increased rate.
- 3 A master tenant cannot sublease the premises to a subtenant at higher rate than the allowable rent amount charged by the property owner.
- 4 In order to legally raise the rent, landlords must continue to provide proper written notice to tenants.
- 5 There is no vacancy control. This means that when a covered tenant vacates or leaves their home, the landlord can change the rent price to whatever rate they choose.

THE RENT CAP AND JUST CAUSE PROVISIONS OF AB 1482 WILL EXPIRE JANUARY 1ST, 2030.

Part 2:

AB 1482: RENT INCREASE ROLLBACK

AB 1482 goes into effect on Jan 1st, 2020– however, as of January 1, 2020, you may be eligible for a rent rollback!



IF A COVERED TENANT'S RENT WAS INCREASED ABOVE THE ALLOWABLE AMOUNT BETWEEN MARCH 15, 2019 AND JANUARY 1, 2020, THE LANDLORD MUST DECREASE THE RENT TO THE ALLOWABLE AMOUNT AS OF JANUARY 1, 2020.



On January 1st, the rent in these cases must be LOWERED back to the base rent price from before the increase, PLUS the allowable increase of 5% + the Consumer Price Index % in the tenant's region.

HOWEVER.....

The landlord does *not* have to repay the tenant for rent paid above the allowable increase between 3/15/19 and 1/1/2020.



IF YOU BELIEVE THIS APPLIES TO YOU,
refer to the last page of this packet and the attached sample letters for steps to take.



PART 3: JUST CAUSE *for* EVICTIONS

MAKE SURE YOU CHECK THE 'AM I COVERED' SECTION AT THE BEGINNING OF THIS PACKET!

DO I QUALIFY?

The Just Cause provisions of AB 1482 do not extend to all renters.

Tenants qualify for just cause protections after ALL tenants in the unit have lived there for 12 months or longer.

This means that if a new housemate moves in within the first 12 months of a tenancy, Just Cause protections under AB 1482 will not apply until at least one person resides there for 24 months.

THERE ARE TWO TYPES OF EVICTIONS ALLOWED UNDER AB 1482 ---> **AT FAULT** AND **NO FAULT**

AT FAULT REASONS:

Fault

1. Failure to pay the rent;
2. Violating the lease;
3. Committing a nuisance;
4. Committing Waste (damaging the property);
5. The tenant refuses to sign a lease extension or renewal – provided the lease is of similar duration and with similar provisions as the previous lease;
6. Criminal activity on the residence, or criminal activity/threat directed at the landlord or agent of the landlord;
7. Subletting contrary to lease restrictions;
8. Refusal to let the landlord enter the unit in order to make repairs, in case of emergency, after the tenant abandons the property, or under court order;
9. Using the property for unlawful purposes;
10. Failing to vacate after the tenant is terminated as an employee, licensee, or agent of the landlord; OR
11. The tenant fails to vacate after providing written notice of their intent to vacate the property, or after an offer to surrender is accepted by the landlord.

NO FAULT REASONS:

- 1 The landlord or their family wish to move in. "Family" includes spouse or domestic partner; child; grandchild; parent; and grandparent.
- 2 The landlord withdraws the rental from the market as per the Ellis Act.
- 3 An order is issued by a court or government agency that requires a tenant to vacate.
- 4 The landlord wishes to demolish or substantially remodel the unit. This does not include minor cosmetic repairs.

NO FAULT EVICTIONS REQUIRE RELOCATION ASSISTANCE: A PAYMENT FROM THE LANDLORD = TO 1 MONTH OF RENT.

IF A LANDLORD WISHES TO EVICT A TENANT FOR AN AT-FAULT JUST CAUSE, THEY MUST FIRST PROVIDE THE TENANT THE OPPORTUNITY TO FIX THE VIOLATION, WHEN POSSIBLE.

AT FAULT EVICTIONS DO NOT REQUIRE RELOCATION ASSISTANCE.

RELOCATION ASSISTANCE



IF A LANDLORD EVICTS A TENANT FOR A NO-FAULT JUST CAUSE, THE LANDLORD IS REQUIRED TO PAY A RELOCATION ASSISTANCE FEE.

Facts about relocation fees:

1 The relocation fee must be equivalent to one month's rent.

SOME LOCAL JURISDICTIONS MAY REQUIRE GREATER RELOCATION AMOUNTS, SO CHECK YOUR LOCAL LAWS!

2 The landlord must pay relocation assistance within 15 calendar days of the eviction notice being served.

3 If agreed to in writing, the landlord can waive the final month of rent instead of paying a relocation fee. They must notify the tenant of this waiver prior to the final month's rent becoming due.

4 If a tenant receives a relocation payment but does not vacate, the landlord can recover the payment in court.

REMEMBER TO MAKE SURE THAT YOUR UNIT IS COVERED BY THE JUST CAUSE PROVISIONS OF AB 1482

AB 1482 SAMPLE LETTERS

The sample letters below apply to tenants and tenancies covered by AB 1482. To find out if you and your current housing are covered by AB 1482, please go to the "AM I COVERED" section earlier in this toolkit.

DID YOU RECEIVE A NO-FAULT EVICTION NOTICE AFTER SEPTEMBER 11, 2019?

Are you are a tenant covered by AB 1482, the "Tenant Protection Act of 2019", and you were issued a no fault 30-,60- or 90 day eviction notice after September 11, 2019?

Please go to <http://bit.ly/AB1482Eviction> for a sample letter you can edit with your information.

DID YOU RECEIVE A RENT INCREASE NOTICE AFTER SEPTEMBER 11, 2019?

Are you a tenant covered by the Tenant Protection Act of 2019 (AB 1482) and received a rent increase between September 11, 2019 and January 1, 2020 that you believe is above the amount allowed under AB 1482?

Please go to <http://bit.ly/Pre2020RentIncrease> for a sample letter you can edit with your information.

DID YOU RECEIVE A RENT INCREASE NOTICE AFTER SEPTEMBER 11, 2019?

Are you are a tenant covered by the Tenant Protection Act of 2019 (AB 1482) and whose rent was increased above the allowable rent cap between March 15, 2019 and January 1, 2020?

Please go to <http://bit.ly/AB1482RentRollback> for a sample letter you can edit to inform the landlord you rent must be reduced as of January 1, 2020.

